

LSK&D #: 564-8007 / 988244

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
LYNDA BAUER,

Plaintiff,

-against-

METROPOLITAN LIFE INSURANCE
COMPANY,

Defendant.
-----X

No. 08 CV 1843 (AKH)

ANSWER

Defendant Metropolitan Life Insurance Company ("MetLife"), by its attorneys Lester Schwab Katz & Dwyer, LLP, answering plaintiff's Verified Complaint ("Complaint"), states as follows:

1. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "First" of the Complaint.
2. Admits the allegations contained in paragraph "Second" of the Complaint.
3. Denies the allegations contained in paragraph "Third" of the Complaint, except admits that at certain times plaintiff was an employee of Deloitte & Touche USA, LLP ("Deloitte") and a participant in the Deloitte Group Insurance Plan ("Plan").
4. Admits the allegations contained in paragraph "Fourth" of the Complaint.
5. Denies the allegations contained in paragraph "Fifth" of the Complaint, except admits that long-term disability ("LTD") benefits were provided under the Plan and were funded by a group insurance policy issued by MetLife to Deloitte.
6. Denies the allegations contained in paragraph "Sixth" of the Complaint, except admits that MetLife administered claims for LTD benefits under the Plan.
7. Admits the allegations contained in paragraph "Seventh" of the Complaint.

8. Denies the allegations contained in paragraph "Eighth" of the Complaint.
9. Denies the allegations contained in paragraph "Ninth" of the Complaint.
10. Denies the allegations contained in paragraph "Tenth" of the Complaint.
11. Denies the allegations contained in paragraph "Eleventh" of the Complaint.
12. Admits the allegations contained in paragraph "Twelfth" of the Complaint, except denies that plaintiff submitted sufficient and satisfactory documentation to prove her entitlement to LTD benefits.
13. Denies the allegations contained in paragraph "Thirteenth" of the Complaint.
14. Denies the allegations contained in paragraph "Fourteenth" of the Complaint.
15. Denies each and every allegation in the Complaint not otherwise admitted herein.

AFFIRMATIVE DEFENSES

16. Plaintiff's lawsuit should be dismissed because MetLife did not act arbitrarily and capriciously in administering plaintiff's claim, but rather acted reasonably on the basis of substantial evidence and in accordance with the terms of the Plan.
17. Plaintiff's lawsuit should be dismissed because MetLife administered plaintiff's claim in accordance with the documents and instruments governing the Plan and in the interest of all Plan participants and beneficiaries.
18. Plaintiff's remedies, if any, are limited to those provided by ERISA.

19. Plaintiff's recovery of benefits, if any, is subject to offsets under the terms of the Plan.

20. Plaintiff's lawsuit is barred by the Plan's limitation of actions provision.


21. Plaintiff's lawsuit is barred by the doctrine of laches.

WHEREFORE, MetLife demands judgment dismissing the Complaint, together with its attorneys' fees, costs and disbursements of this action, and such other and further relief as the Court may deem just and proper.

Dated: New York, New York
March 3, 2008

Respectfully submitted,

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